

RECORDATION NO. 7275-B Filed & Recorded

APR 8 1976 10 15 AM

INTERSTATE COMMERCE COMMISSION

SECOND ADDENDUM

THIS INSTRUMENT, is a second addendum to a certain Lease Agreement, hereinafter called "lease", dated as of the 1st day of March, 1973, and recorded with the Interstate Commerce Commission under No. 7275 on the 26th day of December, 1973, by and between FIRSTMARK MORRISON, INC., heretofore known as CIC/A. A. MORRISON, INC. (hereinafter called "Lessor"), and NORTH LOUISIANA & GULF RAILROAD COMPANY (hereinafter called "Lessee"), and is supplemental to the first addendum to the above-described lease, dated July 31, 1973, and recorded with the Interstate Commerce Commission under No. 7275-A on the 26th day of December, 1973.

WITNESSETH:

WHEREAS, the parties hereto desire to modify some of the terms contained in the lease;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, in hand paid by Lessee to Lessor, the receipt of which is hereby acknowledged, and in consideration of the covenants contained herein, the parties hereby agree as follows:

1. This instrument shall be construed with and as part of the lease between said parties.

2. Notwithstanding any term, provision, covenant or condition in the lease to the contrary, the language herein shall be given full force and effect.

4. Except as specifically set forth herein, all the terms, provisions, covenants and conditions set forth in the lease and first addendum shall continue in full force and effect.

5. The lease, the first addendum and this second addendum constitute the entire contract between the parties hereto, and no change, modification, amendment or representation, oral or written, shall constitute an amendment to said lease, the first addendum or this second addendum unless the same be in writing and signed by each party hereto.

IN WITNESS WHEREOF, the parties have executed this instrument the 6th day of February, 1976.

FIRSTMARK MORRISON, INC.

By Julian L. L. Morrison
President

NORTH LOUISIANA & GULF RAILROAD
COMPANY

By E. L. H. H. H.

STATE OF NEW YORK)
COUNTY OF ERIE) SS.:

On this 6th day of February, 1976, before me personally appeared Julian L. L. Morrison to me personally known, who, being by me duly sworn, says that he is the President of FIRSTMARK MORRISON, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

STATE OF ~~CONNECTICUT~~
COUNTY OF ~~FAIRFIELD~~) SS.:

MARCH

On this 5TH day of ~~February~~, 1976, before me personally appeared L.A. HENRY SR, to me personally known, who, being by me duly sworn, says that he is the VICE PRESIDENT of NORTH LOUISIANA & GULF RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Florence V. Wolf

APRIL 18 1978

EXHIBIT "C" TO LEASE

<u>Rent Payment</u> <u>No.</u>	<u>Due Date</u>	<u>Per Car</u>	<u>Total Rent</u> <u>Total</u>
1	October 1, 1973	\$182.50	\$15,512.50
2	January 1, 1974	\$182.50	\$15,512.50
3	April 1, 1974	\$182.50	\$15,512.50
4	July 1, 1974	\$182.50	\$15,512.50
5	October 1, 1974	\$182.50	\$15,512.50
6	January 1, 1975	\$182.50	\$15,512.50
7	April 1, 1975	\$182.50	\$15,512.50
8	July 1, 1975	\$182.50	\$15,512.50
9	October 1, 1975	\$182.50	\$15,512.50
10	January 1, 1976	\$182.50	\$15,512.50
11	April 1, 1976	\$182.50	\$15,512.50
12	July 1, 1976	\$182.50	\$15,512.50
13	October 1, 1976	\$182.50	\$15,512.50
14	January 1, 1977	\$182.50	\$15,512.50
15	April 1, 1977	\$182.50	\$15,512.50
16	July 1, 1977	\$182.50	\$15,512.50
17	October 1, 1977	\$182.50	\$15,512.50
18	January 1, 1978	\$182.50	\$15,512.50
19	April 1, 1978	\$182.50	\$15,512.50
20	July 1, 1978	\$182.50	\$15,512.50
21	October 1, 1978	\$182.50	\$15,512.50
22	January 1, 1979	\$182.50	\$15,512.50
23	April 1, 1979	\$182.50	\$15,512.50
24	July 1, 1979	\$182.50	\$15,512.50
25	October 1, 1979	\$182.50	\$15,512.50
26	January 1, 1980	\$182.50	\$15,512.50
27	April 1, 1980	\$182.50	\$15,512.50
28	July 1, 1980	\$182.50	\$15,512.50
29	October 1, 1980	\$182.50	\$15,512.50
30	January 1, 1981	\$182.50	\$15,512.50
31	April 1, 1981	\$182.50	\$15,512.50
32	July 1, 1981	\$182.50	\$15,512.50
33	October 1, 1981	\$182.50	\$15,512.50
34	January 1, 1982	\$182.50	\$15,512.50
35	April 1, 1982	\$182.50	\$15,512.50
36	July 1, 1982	\$182.50	\$15,512.50
37	October 1, 1982	\$182.50	\$15,512.50
38	January 1, 1983	\$182.50	\$15,512.50
39	April 1, 1983	\$182.50	\$15,512.50
40	July 1, 1983	\$182.50	\$15,512.50
41	October 1, 1983	\$182.50	\$15,512.50
42	January 1, 1984	\$182.50	\$15,512.50
43	April 1, 1984	\$182.50	\$15,512.50
44	July 1, 1984	\$182.50	\$15,512.50
45	October 1, 1984	\$182.50	\$15,512.50
46	January 1, 1985	\$182.50	\$15,512.50
47	April 1, 1985	\$182.50	\$15,512.50
48	July 1, 1985	\$182.50	\$15,512.50
49	October 1, 1985	\$182.50	\$15,512.50
50	January 1, 1986	\$182.50	\$15,512.50
51	April 1, 1986	\$182.50	\$15,512.50

<u>Rent Payment</u> <u>No.</u>	<u>Due Date</u>	<u>Per Car</u>	<u>Total Rent</u> <u>Total</u>
52	July 1, 1986	\$182.50	\$15,512.50
53	October 1, 1986	\$182.50	\$15,512.50
54	January 1, 1987	\$182.50	\$15,512.50
55	April 1, 1987	\$182.50	\$15,512.50
56	July 1, 1987	\$182.50	\$15,512.50
57	October 1, 1987	\$182.50	\$15,512.50
58	January 1, 1988	\$182.50	\$15,512.50
59	April 1, 1988	\$182.50	\$15,512.50
60	July 1, 1988	\$182.50	\$15,512.50

EXHIBIT "D" TO LEASE

<u>Quantity</u>	<u>Description of Cars</u>	<u>Lessee's Road Numbers (Inclusive)</u>
45	70 Ton Pulpwood Cars	NL & G 1001 through NL & G 1045
40	70 Ton Pulpwood Flat Cars	NL & G 1100 through 1139